

Exhibit B



February 14, 2014

Residential Capital, LLC
1177 Avenue of the Americas
New York, New York 10036
Facsimile: 646-257-2703
Attention: Mr. Thomas Marano
Email: tom.marano@gmacrescap.com

Residential Capital, LLC
1100 Virginia Drive
Fort Washington, Pennsylvania 19034
Facsimile: 866-572-7524
Attn: Tammy Hamzehpour, Esq., General Counsel
Telephone: (215) 682-1307

Re: Claim Notice for Indemnification under Asset Purchase Agreement.

Dear Ms. Hamzehpour:

Reference is made to (i) the Asset Purchase Agreement, dated as of November 2, 2012 (as amended, the “**Asset Purchase Agreement**”), entered into between Ocwen Loan Servicing, LLC (“**Ocwen**”), Residential Capital, LLC (“**ResCap**”) and certain of its Affiliates identified as Sellers therein (collectively, the “**Sellers**”); and (ii) the Indemnity Escrow Agreement, dated as of February 15, 2013 (the “**Escrow Agreement**”), entered into among Ocwen, ResCap (for itself and on behalf of the other Sellers) and JPMorgan Chase Bank, N.A. (the “**Escrow Agent**”). Capitalized terms used and not defined herein shall have the respective meanings ascribed to them in the Asset Purchase Agreement.

In accordance with Section 11.4 of the Asset Purchase Agreement and Section 3 of the Escrow Agreement, Ocwen (on behalf of itself and other Purchaser Group Members) hereby delivers this Claim Notice to the Sellers to serve as notice of Ocwen’s right to indemnification pursuant to Section 11.1 of the Asset Purchase Agreement in respect of the matters listed below. Separate notice is being concurrently provided to the Escrow Agent pursuant to Section 3 of the Escrow Agreement

1. Claims in connection with Records Management.

- a. Ocwen has incurred Losses currently estimated in the amount of at least \$13,117,899.29 in connection with the failure by Sellers to deliver complete Servicing Files and a refusal by Sellers to authorize a third party vendor to perform, and a refusal of Sellers to pay for, the organization, segregation and removal of certain mortgage files acquired by Ocwen

from the Sellers. Ocwen currently estimates the Losses to be in the aggregate amount of \$13,117,899.29, which is comprised of the following amounts, currently estimated as of the date hereof: \$7,093,932.81 in respect of work to be performed by the third party vendor in respect of a trailing documents project, \$1,875,791.00 in respect of the work to be performed concerning an origination/servicing file project, and \$4,148,175.48 in respect of associated costs and expenses incurred by Ocwen. Sellers failed to deliver on the Closing date true, correct and complete copies of all documents, instruments and information necessary to service the Serviced Mortgage Loans and Other Serviced Loans serviced by Seller in accordance with the Applicable Requirements. In addition, Sellers have claimed that Ocwen has no right to cause certain organization, segregation and removal work to be performed by the third-party vendor, or to be paid for by ResCap, pursuant to the Transition Services Agreement between Rescap and Ocwen, dated as of February 15, 2013. Such work (i) was performed by or on behalf of Sellers as of the date of the Asset Purchase Agreement and (ii) is necessary to conduct the Business in the manner conducted as of the date of the Asset Purchase Agreement.

- b. The matters described in this paragraph 1 constitute the breach or inaccuracy of Section 4.7 and Section 4.9 of the Asset Purchase Agreement. Losses incurred by Ocwen in connection therewith are subject to indemnification by Sellers pursuant to Section 11.1 of the Asset Purchase Agreement.

2. Servicing Advances

- a. Ocwen has incurred Losses currently estimated in the amount of at least \$2,211,962.17 in connection with certain Servicing Advances that were conveyed to Ocwen pursuant to the Asset Purchase Agreement. The applicable Servicing Advances were not valid and subsisting amounts and were not legal, valid and binding reimbursement rights. Among other matters, such Servicing Advances are not recoverable because, prior to the Closing, recordation of the related notes was not effected within the requisite period after execution by the applicable borrower. A document referred to as Exhibit A that lists the applicable Servicing Advances is being transmitted by electronic mail to the Sellers concurrently herewith.
- b. The facts described in this paragraph 2 constitute a breach of Section 4.9 of the Asset Purchase Agreement. Losses incurred by Ocwen in connection therewith are subject to indemnification by Sellers pursuant to Section 11.1 of the Asset Purchase Agreement.

3. ***Deutsche Bank Trust Company Americas as Trustee for RALI2007QS3 v. Barry F. Mack.***

- a. Ocwen has incurred Losses currently estimated in the amount of at least \$489,638.93 (plus fees and expenses) in connection with the abovementioned matter, in which GMAC Mortgage filed a foreclosure action in Florida under Deutsche Bank's name and Deutsche Bank was defaulted on the claim prior to Closing, resulting in certain Purchased Assets being subject to an Order. The existing judgment is in the amount of \$321,970.77. Borrower's counsel has filed a fee petition seeking approximately \$167,668.16.
- b. The facts described in this paragraph 3 constitute a breach of Section 4.14 of the Asset Purchase Agreement. Losses incurred by Ocwen in connection therewith are subject to indemnification by Sellers pursuant to Section 11.1 of the Asset Purchase Agreement.

4. **NJ NOI Cure Claims.**

- a. Ocwen has incurred Losses currently estimated in the amount of at least \$66,684.41 (plus fees and expenses) in connection with remediation of certain loans of GMAC Mortgage. GMAC Mortgage filed an order to show cause to cure defective notices of intention to foreclose issued for more than 2,644 loans of GMAC Mortgage (the "**GMAC Loans**") in October, 2012. This process involved, among other things, serving new notices during the period from December, 2012 through January, 2013. Approximately 70 objections were filed to the order to show cause. In April 2013, the court overruled these objections and the order to show cause was granted. Ocwen, as servicer, subsequently was required to implement remediation of the GMAC Loans.
- b. The facts described in this paragraph 4 constitute a breach of Section 4.9 and Section 4.14 of the Asset Purchase Agreement. Losses incurred by Ocwen in connection therewith are subject to indemnification by Sellers pursuant to Section 11.1 of the Asset Purchase Agreement.

5. **Secure Axxess, LLC Claim.**

- a. Ocwen has incurred Losses currently estimated in the amount of at least \$2,550,000.00 (plus fees and expenses) in connection with a patent infringement suit filed against Ocwen by Secure Axxess, LLC with respect to "Multi-Factor Authentication" technology used by ResCap the rights for which purportedly were sold to Ocwen pursuant to the Asset Purchase Agreement. The suit alleges that the technology was licensed by Ally and ResCap. It appears the technology was used by ResCap on gmacmortgage.com and private label sites. The sites appear to have been

acquired pursuant to the Asset Purchase Agreement and Secure Access, LLC has asserted claims in connection with the use thereof.

- b. The facts described in this paragraph 5 constitute a breach of Section 4.6, Section 4.7 and Section 4.15 of the Asset Purchase Agreement. Losses incurred by Ocwen in connection therewith are subject to indemnification by Sellers pursuant to Section 11.1 of the Asset Purchase Agreement.

Ocwen (on behalf of itself and other Purchaser Group Members) expressly reserves the right to amend or supplement this Claim Notice at any time. By delivery of this Claim Notice, Ocwen (on behalf of itself and other Purchaser Group Members) does not waive any of its rights under the Asset Purchase Agreement, any Ancillary Agreement or any other agreements between any Purchaser Group Member and any Seller, at law or in equity.

Thank you for your prompt attention in respect of the abovementioned matters.

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Sincerely,

OCWEN LOAN SERVICING, LLC

By: 
Name: John V. Britti
Title: Authorized Signatory

cc:

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[Indemnity Claim Notice]